

534



हिमाचल प्रदेश HIMACHAL PRADESH

015035

Sale consideration

Rs. 40,00,000/-

Assessed value of land

Stamps worth

Rs. 11,75,900/-

Rs. 2,35,17,953/-

Words about 1325

Lines about 125

SALE DEED

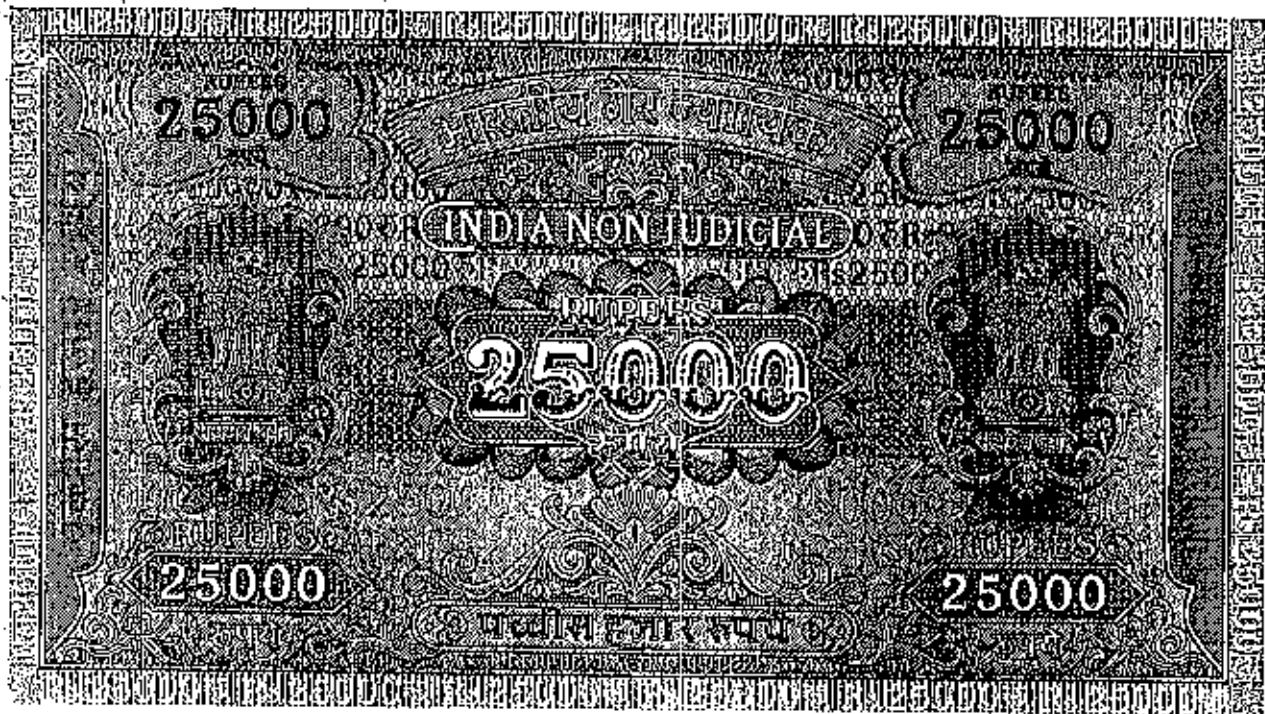
This indenture of sale is made at Kasauli on 25th day of July, 2007 by Shri Satinder Kumar Mahajan son of Shri Roshan Lal son of Shri Brij Lal, resident of 306, Civil Lines, Dharamshala, District Kangra, H.P. (hereinafter called the Vendor) in favour of M/s Secure Meters Limited, a Company registered under the Companies Act, 1956 and having its registered office at D-53, 2nd Floor, Saket, New Delhi-110017 through Shri Kamlesh Bhatt, General Manager (Operation) and its legal representative duly authorized vide Resolution dated 15.05.2006, copy attached, (hereinafter referred to as the Vendee).

NOW THIS SALE DEED WITNESSES AS UNDER :

1. That the Vendor is absolute owner in possession of the land comprised in Khewat/Khatauni No. 1/1, Khasra No. 19, measuring 5-6 bighas, khewat/khatuani No. 4/4 min, khasra No. 15 measuring 2-11 bighas, khewat/khatauni No. 12/13 min, khasra No. 17, measuring 2-9 bighas, khewat/khatauni No. 13/14 min, khasra No. 18, measuring 2-15 bighas, in total measuring 13-1 bighas, situated in mauza Damowala, pargana Doon, Tehsil Kasauli, District Solan, H.P. as per revenue jamabandi for the year 2000-01 which is

.....2.

Sub-Registrar
Kasauli, Distt. Solan (H.P.)
25/7/07



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enclosed herewith and the tatima of the said land has also been annexed herewith. The land intended or expressed to be sold through this sale deed is free from all charges, encumbrances, liens, attachments, prior sales, injunctions, gifts acquisitions, notices, legal flaws, loans, mortgages, litigations etc. The Vendor hereby agree and covenant with the Vendee that he has not earlier entered into any agreement or transaction of any sort whatsoever with any person(s) for the sale, mortgage, transfer or disposal of the land intended or expressed to be sold through this sale deed in any manner whatsoever.

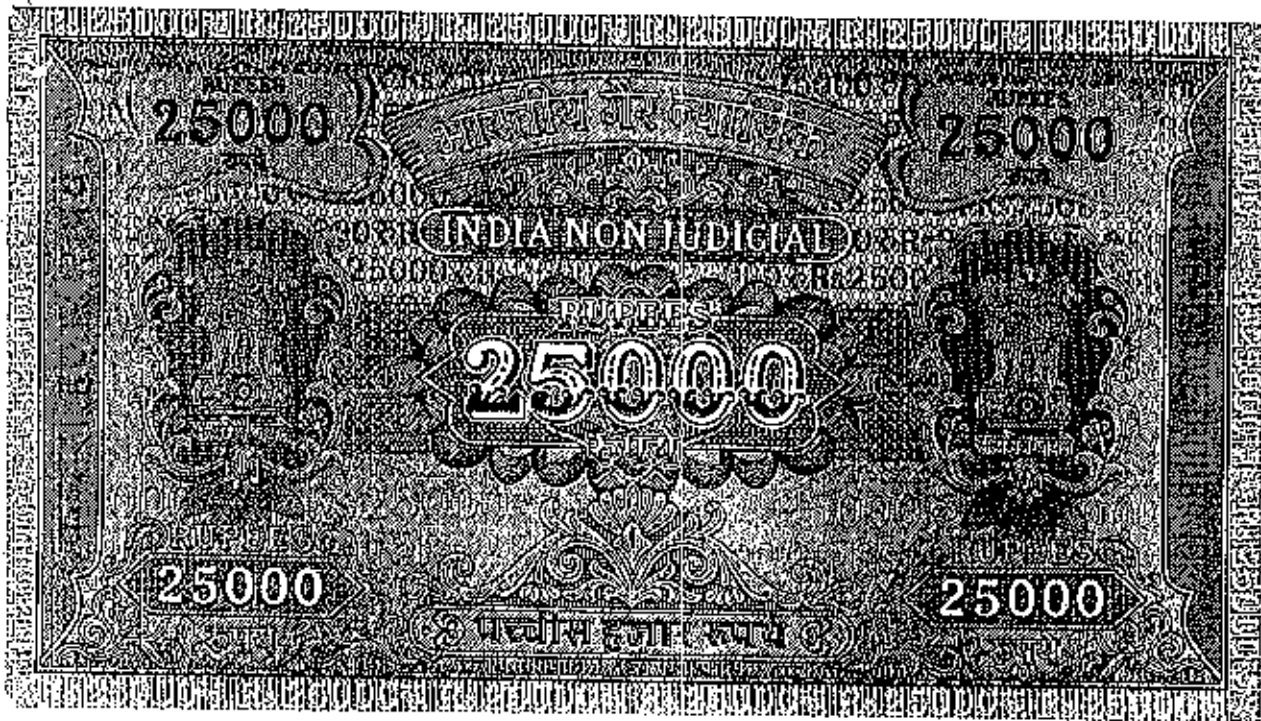
2. That the Vendor had agreed with the Vendee for the sale of land comprised in Khewat/Khatauni No. 1/1, Khasra No. 19, measuring 5-6 bighas, khewat/khatuani No. 4/4 min, khasra No. 15 measuring 2-11 bighas, khewat/khatauni No. 12/13 min, khasra No. 17, measuring 2-9 bighas, khewat/khatauni No. 13/14 min, khasra No. 18, measuring 2-15 bighas, in total measuring 13-1 bighas, situated in mauza Damowala, pargana Doon, Tehsil Kasauli, District Solan, H.P., as per revenue jamabandi for the year 2000-01 which is enclosed herewith for the total sale consideration of 40,00,000/- (Rupees Forty Lacs only).

3. That the Vendee i.e. M/s Secure Motors Ltd., a company registered under the Companies Act, 1956 and having its registered office at D-53, 2nd Floor, Saket, New Delhi-110017 hereinafter called the purchaser/Vendee being non-agriculturist in Himachal Pradesh had earlier applied for the permission of purchase of land under Section 118 of H.P. Tenancy and Land Reforms Act, 1972 and accordingly, the Government of Himachal

[Signature] *[Signature]*

..3.

[Signature]
Sub-Registrar



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Pradesh has accorded permission in favour of the vendee company to purchase the land vide its letter No. Rev.-B-F(10)-138/2007 dated 19.06.07 and as per the terms and conditions of the letter, the land is being transferred within the stipulated period. As such the vendee is competent and entitled to purchase the said land and moreover there is no impediment or obstacle to purchase the land by the company. The permission letter is enclosed herewith.

That the vendee had earlier paid a sum of Rs. 5,00,000/- through cheque bearing No. 10154 for Rs. 5,00,000 dated 22.04.06 drawn on IDBI Bank Ltd. Udaipur and the balance payment towards consideration to the tune of Rs.35,00,000/- has been paid by the Vendee to the Vendor vide Cheque No. 115720 dated 29.06.07 drawn on IDBI Bank at par branches, the receipt of which is hereby acknowledged by the Vendor and now nothing is to be paid by the Vendee to the Vendor at the time of presentation and registration of this sale deed before the Sub-Registrar Kasauli, Tehsil Kasauli, District Solan, H.P.

5. That thus the vendor who as absolute owner in possession of the above mentioned land under sale do hereby sell, convey, assign, assure and transfer the above mentioned land comprised in Khewat/Khatauni No. 1/1, Khasra No. 19, measuring 5-6 bighas, khewat/khatuani No. 4/4 min, khasra No. 15 measuring 2-11 bighas, khewat/khatauni No. 12/13 min, khasra No. 17, measuring 2-9 bighas, khewat/khatauni No. 13/14 min, khasra No. 18, measuring 2-15 bighas, in total measuring 13-1 bighas, situated in mauza Damowala, pargana Doon, Tehsil Kasauli, District Solan, H.P. as per revenue jamabandi for

[Signatures]

4.



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the year 2000-01 together with all rights, title, interests, path leading to the said land under sale, ancient right, privileges, liberty, and all sort of other easementary rights whatsoever of the vendor into and upon the said property hereby conveyed, transferred unto the vendee absolutely and forever. To have, hold, possess and enjoy the same into the use of the Vendee, his legal heirs, successors, executors, assigns, legal representatives absolutely and forever without any let, interruption, obstruction, interference etc. by the Vendor or any other person or persons claiming through or acting under him.

6. That the actual, vacant and physical possession of the above mentioned land under sale has been delivered to the Vendee, at the spot by the Vendor alongwith all rights, title, interest etc. which are attached to the said land and which were being enjoyed by the Vendor qua the said land under sale and now the Vendee shall be entitled to all benefits and profits of the said land.

7. That the Vendor has agreed with the Vendee that he will at the request and costs of the Vendee or any other or persons requiring the same do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the said land in the manner as aforesaid according to the true intent and meaning of this deed.

Samahira
[Signature]

[Signature]

...5.

Sub-Registrar
Kasauli, Distt. Solan (H.P.)



हिमाचल प्रदेश HIMACHAL PRADESH

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8. That the Vendor does hereby agree and covenant to save, harmless and keep the Vendee indemnified from and against all sort of losses, claims, demands, charges etc. that may arise due to any defect in the title of the Vendor or due to any encumbrances, charge, cess, lien, attachments, litigations and pay full compensation of the price paid for the said land if the Vendee is deprived of whole or part of the said land by any enactment already existing and litigations etc.

9. That all the taxes, dues, cesses, assessments etc. whatsoever with regard to the above said land on the date of execution and registration of this sale deed shall be borne and paid by the Vendor, if any found due against the said land and after the execution and registration of this sale deed all these taxes, cesses, assessments shall be paid by the Vendee.

10. That the expenses for the purchase of stamp papers for execution of this sale deed have been borne and paid by the Vendee and the expenses for registration are also being borne and paid by the Vendee alongwith miscellaneous expenses.

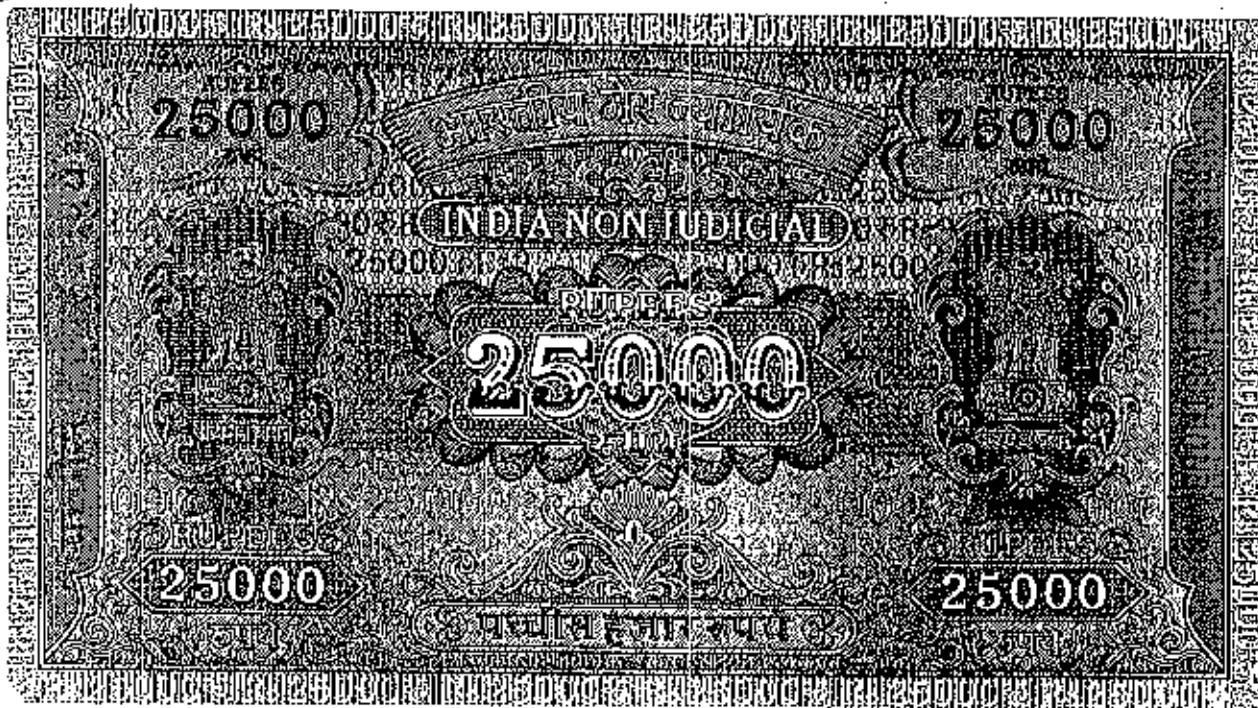
11. That the expressions the Vendor and the Vendee shall include their respective legal heirs, successors, executors, administrators, assignees, legal representatives etc..

[Signature]

[Signature]

...6.

Sub-Registrar
Kasauli, Distt. Solan (H.P.)



हिमाचल प्रदेश HIMACHAL PRADESH

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16:

In witness whereof the Vendor has put his hands on this Sale deed at Kasauli

on the day, month and year first above written as token of its acceptance and correctness of

THE SEAL OF A
its contents.

Witnesses

1. Shri Virinder Sharma
S/o Shri Bhago Ram Sharma,
R/o House No. 507-2/B2, Shiv Colony,
Bhim Road, Pinjore, Haryana

Vendor

(Shri Satinder Kumar Mahajan)
S/o Sh. Roshan Lal,
R/o 306, Civil Lines,
Dharamshala (H.P.)

2. Shri Dinesh Kumar Beli
S/o Shri A.K. Beli, A.G.M. (Finance)
R/o C/o Secure Meters Ltd.
Village Brotiwala, District Solan, H.P.

Vendee

M/s Secure Meters Ltd.
through its Authorized
Representative/ Signatory
Shri Kamlesh Bhatt,
General Manager (Operation)
R/o H. No. 321, Sector 35-A,
Chandigarh (U.T.)

Sub-Registrar
Kasauli, Distt. Solan (H.P.)

25/7/07

Drafted by : Ravinder Tikka & Ashwani Kumar,
Advocates, District Courts Solan.

Party Details

जिला: सोलन

Reference No. 481/2007

सब रजिस्ट्रार : कसौली

PhotoGraphs

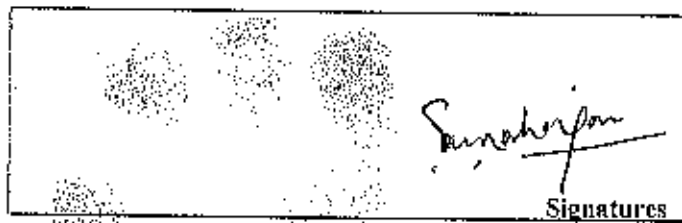


Party Name and Address

Finger Prints and Signatures

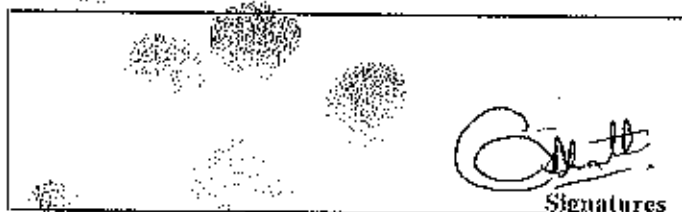
Seller

1. Satinder Kumar Mahajan पुत्र Roshan Lal Mahajan पुत्र Brij Lal
R/O 306 Civil Lines Dharamshala Distt. Kangra



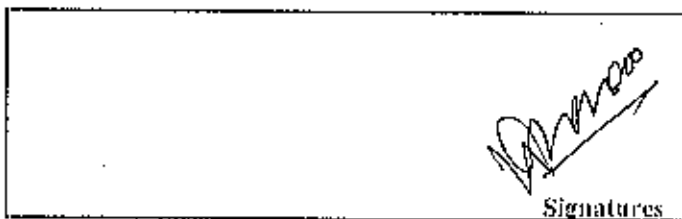
Buyer

1. M/s Secure Meters Ltd. पुत्र . पुत्र . , Haripur road Barotiwala
Tehsil Kasauli
Through OTHER
Kamlesh Bhatt पुत्र A.R. Bhatt पुत्र . , R/O d-53 second floor saket
New Delhi

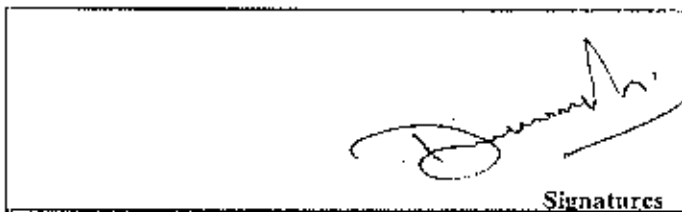


Witness

1. Virinder sharma पुत्र Bhago ram sharma पुत्र . , R/o 507-2/B-2
shiv colony Bitna road Pinjore Haryana



2. Dinesh Kumar Beli पुत्र A.K. Beli पुत्र . , R/o/O Secure Meters
Ltd. Haripur Road Barotiwala



Identifier

Sub-Registrar

Kasauli, Distt. Solan (H.P.)

Party Details

जिला: सुपेल्म

Reference No. 481/2007

सब रजिस्ट्रार : कसीली

Party Name and Address

Finger Prints and Signatures

Identifier

1. Brajesh Saklani पुत्र. पुत्र. ,advocate Distt. court Solan
Advocates License No. HIM/96/02


Signatures

Sub Registrar
Kasauli, Distt. Solan (H.P.)

संख्या : एच०-बी०-एफ०(10)-138/2007

हिमाचल प्रदेश सरकार

राजस्व विभाग

प्रेषक

वित्तायुक्त एवं सचिव (राजस्व)

हिमाचल प्रदेश सरकार ।

प्रेषित

उपायुक्त,

सोलन, हिमाचल प्रदेश ।

दिनांक

शिमला-171002

जून, 2007

विषय :-

मै० सिक्थोर मिटरज लि० युनिट-11 द्वारा औद्योगिक इकाई स्थापित करने हेतु भूमि कय करने की अनुमति प्रदान करने बारे ।

महोदय,

उपरोक्त विषय पर मुझे आपके कार्यालय पत्र संख्या: पेशी/11-4921/07-कसीली, दिनांक 5-4-2007 द्वारा प्राप्त कंपनी के आवेदन प्रकरण के सन्दर्भ में यह कहने का निदेश हुआ है कि प्रदेश सरकार ने हिमाचल प्रदेश टेनेन्सी एण्ड लेण्ड रिफॉर्मज एक्ट, 1972 की धारा 118 की उप-धारा 2 के खण्ड (एच) तथा हिमाचल प्रदेश टेनेन्सी एण्ड लेण्ड रिफॉर्मज रूलज, 1975 के नियम 38 ए के उप-नियम 3 के खण्ड (डी) के अन्तर्गत शक्तियों का प्रयोग करते हुये कंपनी के प्लॉ में भूमि खसरा संख्या 15, 17, 18 व 19 रकबा तादादी 13-01 बीघा, स्थित मौजा दामोवाला, तहसील कसीली, जिला सोलन में निम्नलिखित शर्तों पर औद्योगिक इकाई स्थापित करने हेतु भूमि कय करने की अनुमति प्रदान की जाती है-

1. यह अनुमति इस पत्र के जारी होने से 180 दिन तक मान्य/वैध होगी ।
2. भूमि का प्रयोग उसी प्रयोजन के लिये 2 वर्षों की अवधि के अन्दर किया जायेगा जिस प्रयोजन के लिये अनुमति दी गई है । यदि भूमि का प्रयोग उसी प्रयोजन के लिये निर्धारित अवधि के अन्दर नहीं किया गया तो उक्त भूमि सभी प्रकार से सारमुक्त होकर सरकार में निहित हो जायेगी ।
3. जमाबन्दी की टिप्पणी खण्ड में ताल खाही से इन्दाज किया जाये कि पटटेदार भविष्य में सरकार से किसी भी प्रकार से भूमि आवंटन/लीज/अनुदान के लिये कृषक की परिभाषा में नहीं आयेगा ।
4. इस स्वीकृति के अन्तर्गत कय की गई भूमि का केता कृषक कहलाने का अधिकारी नहीं होगा और ऐसा अकृषक व्यक्ति अकृषक ही रहेगा ।
5. विक्रय की जाने वाली प्रस्तावित भूमि की स्टैम्प शुल्क वर्तमान बाजार कीमत पर केता से वसूल की जायेगी ।
6. इस विभाग के पत्र संख्या एच०-बी०-एफ०(10)187/2003, दिनांक 29.10.2003 द्वारा जारी दिशानिर्देश के अनुसार आवश्यक प्रमाण पत्र निर्धारित दो वर्षों की समयावधि के भीतर इस विभाग को उपलब्ध करवाना सुनिश्चित करें ।

भवदीय,

सचिव (राजस्व)

हिमाचल प्रदेश सरकार ।

पुस्तक संख्या : यथोपरि

दिनांक

शिमला-2

19 जून, 2007

प्रतिनिधि निम्नलिखित को इस आशय के साथ प्रेषित है -

1. मै० सिक्थोर मिटरज लि० युनिट-11 बजरिया श्री कमलेश मट्ट, निवासी मकान नं० 321, सेक्टर 36 ए, चण्डीगढ़ को सूचनाएं ।
2. निदेशक, उद्योग, हिमाचल प्रदेश, शिमला को उनके द्वारा जारी अनिवार्यता प्रमाण पत्र संख्या इण्डस्ट्रिएल(14)ईसी-803/2004-2257, दिनांक 1-2-2007 के सन्दर्भ में इस आशय से प्रेषित है कि वह उक्त कम संख्या-6 पर लगाई गई शर्त की अनुपालना सुनिश्चित करें ।

सचिव (राजस्व)

हिमाचल प्रदेश सरकार ।